

*Suzanne Henderson***RUST LIEN UPON LEASEHOLD** Pages

Suzanne Henderson

**FORT WORTH SPINKS AIRPORT  
UNIMPROVED GROUND LEASE AGREEMENT  
WITH MANDATORY IMPROVEMENTS  
(LEASE SITE NO. E-14)****(CITY SECRETARY CONTRACT NO. 36987)**

This **CONSENT TO DEED OF TRUST LIEN UPON LEASEHOLD ("Agreement")** is made and entered into by and between the **CITY OF FORT WORTH ("Lessor")**, a home rule municipal corporation organized under the laws of the State of Texas; **C&H AVIATION, LLC**, a Texas limited liability company ("**Lessee**"), an individual; and **FIRST STATE BANK TEXAS ("Bank")**, a Texas banking association.

A. On or about April 15, 2008 Lessor and Lessee entered into City Secretary Contract No. 36987 (the "**Lease**"), a lease of unimproved land at Fort Worth Spinks Airport ("**Airport**") known as Lease Site No. E-14 (the "**Leased Premises**").

B. In order for Lessee to obtain certain financing related to Lessee's construction of improvements on the Leased Premises, Lessee and Bank desire Lessor to consent to the execution by Lessee of a Leasehold Deed of Trust lien on the Leased Premises (the "**Deed of Trust**") in favor of the Bank.

**NOW, THEREFORE**, Lessor, Lessee and the Bank hereby agree as follows:

1. The statements set forth in the recitals above are true and correct and form the basis upon which Lessor, Lessee and the Bank have entered into this Agreement. The Lease is a public document on file in Lessor's City Secretary's Office and is incorporated herein by reference for all purposes.

2. Lessor hereby consents to the execution and delivery by Lessee to the Bank of the Deed of Trust, which is attached hereto as **Exhibit "A"**. Lessor does not adopt, ratify or approve of any of the particular provisions of the Deed of Trust and does not grant any right, privilege or use to Lessee, Bank, or any successor in interest pursuant to the Deed of Trust that is different from or more extensive than any right, privilege or use granted to Lessee under the Lease. Notwithstanding anything contrary in the Deed of Trust, Lessee and the Bank acknowledge, understand and agree that Lessee and the Bank do not have any right to convey any interests in the Leased Premises greater than those granted specifically by the Lease. In the event of any conflict between the Deed of Trust and the Lease, the Lease shall control in all respects as to Lessor and as to Lessee's and the

Bank's obligations to Lessor established by the Lease and/or this Agreement. In the event of any conflict between the Deed of Trust and this Agreement, this Agreement shall control. In the event of any conflict between this Agreement and the Lease, the Lease shall control.

3. In the event that Lessor is required by the Lease to provide any kind of written notice to Lessee with regard to the Leased Premises, including notice of breach or default by Lessee, Lessor shall also provide a copy of such written notice to the Bank. Lessor agrees that (i) the Bank may perform any of the obligations or requirements imposed on Lessee by the Lease in order to avoid a breach or default under the Lease by Lessee and (ii) Lessor will accept the Bank's performance the same as if Lessee had performed such obligations or requirements.

4. Lessor agrees and covenants that it will not exercise any rights it may have under the Lease to cancel or terminate the Lease or to force surrender of all or part of the Leased Premises unless it first has provided the Bank with written notice of its intent to exercise such any such right. The Bank shall have ten (10) calendar days from the date it receives such notice to cure any monetary default under the Lease and thirty (30) calendar days from the date it receives such notice to cure any other default under the Lease to Lessor's reasonable satisfaction in order to avoid such cancellation, termination or surrender; provided, however, that if the Bank, in good faith and after diligent and continuous efforts to remedy any non-monetary default under the Lease, cannot cure such default within thirty (30) calendar days, it may request Lessor to provide a reasonable amount of additional time to cure such default, in which case Lessor will provide Lender with an extended deadline to cure such default as determined by Lessor in its sole but reasonable discretion.

5. Lessee agrees that it will not request to or consent to any future modifications, amendments or assignments of the Lease without first receiving the Bank's written consent thereto and providing a copy of such written consent to Lessor. Lessee understands and agrees that any such consent granted by Lessor without Bank's advance written consent shall be void and specifically releases, holds harmless and agrees to indemnify Lessor for any damages that may arise as a result of any such consent.

6. So long as Lessee (or in the event of a foreclosure under the Deed of Trust, Lender or a lawful third party assignee of Lender) is not in default under the Lease at the time, Lender may, at no expense to Lessor and in accordance with the Deed of Trust enter onto the Leased Premises at any time or times and take possession of, sever or remove personal property of Lessee that is not permanently affixed to the Leased Premises (other than trade fixtures), including, but not limited to, machinery, equipment, furniture, fixtures, inventory and all additions, replacements or substitutions therefore (collectively "the Property"), which property may be sold, transferred or otherwise disposed of by Lender.

7. As a condition precedent to the effectiveness of this Agreement, Lessee agrees and covenants that it will endorse all insurance policies required by the Lease to name both Lessor and the Bank as additional insureds and to cover all public risks related to the leasing, use, occupancy, maintenance, existence or location of the Leased Premises. Notwithstanding anything to the

contrary in the Deed of Trust, the Bank hereby agrees and covenants that any and all proceeds payable under the terms of such insurance policies shall first be applied to cover the replacement of all facilities and improvements on the Leased Premises and to satisfy fully the terms and conditions of the Lease. Payment of such proceeds shall apply secondarily to secure any of Lessee's indebtedness to the Bank.

**8.** Subject to Sections 4 and 6 of this Agreement, Lessor may take all action available to it under the Lease, at law or in equity in order to protect its interests, including, but not limited to, cancellation of Lessee's interest as provided by the Lease and in accordance with this Agreement.

**9.** The Bank agrees that it promptly will notify Lessor in writing when the Bank has released its rights under the Deed of Trust. This Agreement will automatically terminate on the earlier of (i) the date as of which the Bank releases such rights or (ii) the date upon which the Lease expires or is terminated.

**10.** The Bank may not sell or otherwise transfer in any way any of the Bank's or Lessee's rights or interest in the Leased Premises unless Lessor consents to such sale or transfer in the form of a written agreement approved in advance by Lessor's City Council.

**11.** Notices to the Bank required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (i) hand-delivered to the Bank, its agents, employees, servants or representatives, or (ii) deposited in the United States Mail, certified, return receipt requested, addressed as follows:

First State Bank Texas  
P.O. Box 676  
Keene, TX 76059  
Attn: Ronny Korb

**12.** The parties hereto understand and agree that upon expiration or termination of the Lease, all structures, improvements and fixtures on the Leased Premises, and any items permanently attached to any such structure, fixture or improvement, will become the sole property of Lessor, free and clear of all liens, including the Deed of Trust, except for improvements of a non-permanent nature, all trade fixtures, machinery, furnishings and other items may specifically be removed from the Leased Premises in accordance with the Lease. In the event that the Lease expires or is terminated, Lessee and the Bank covenant and agree that nothing herein shall obligate Lessor to assume in any way Lessee's indebtedness to the Bank.

**13.** This Agreement may not be withdrawn, amended or modified except by a written agreement executed by the parties hereto and approved by Lessor's City Council. Lessee and Bank covenant and agree that they will not assign any rights and/or obligations thereunder, without the prior written consent of Lessor. Lessee and Bank shall have the right to modify and extend the terms of the note secured by the Deed of Trust and to file such modifications in the Deed Records

of Tarrant County, Texas.

**14.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action arising under the provisions of this Agreement shall lie in state courts located in Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Fort Worth Division.

**15.** This written instrument, including any documents attached hereto and/or incorporated herein by reference, contains the entire understanding and agreement between Lessor, Lessee and Bank as to the matters contained herein. Any prior or contemporaneous oral or written agreement concerning such matters is hereby declared null and void to the extent in conflict with this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples on this the 15<sup>th</sup> day of April, 2008.

**CITY OF FORT WORTH:**

By: *T.M. Higgins*  
T.M. Higgins  
Acting Assistant City Manager

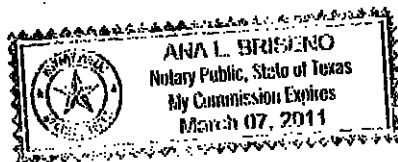
Date: 4/15/08

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **T.M. Higgins**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the **City of Fort Worth** and that he executed the same as the act of the **City of Fort Worth** for the purposes and consideration therein expressed and in the capacity therein stated.

*April* GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day  
of April, 2008.



*Ana L. Briseno*  
Notary Public in and for the State of Texas

**APPROVED AS TO FORM  
AND LEGALITY:**

By: *Charlene Sanders*  
Charlene Sanders  
Assistant City Attorney

**ATTEST:**

By: *Marty Hendrix*  
Marty Hendrix  
City Secretary

**Contract Authorization:**

M&C: C-22749  
Date Approved: April 8, 2008

**C&H Aviation, LLC:**

**ATTEST:**

By:   
Name: John Campbell  
Title: President

By: \_\_\_\_\_

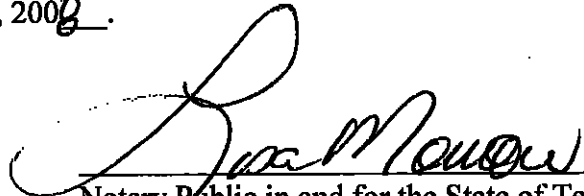
Date: \_\_\_\_\_

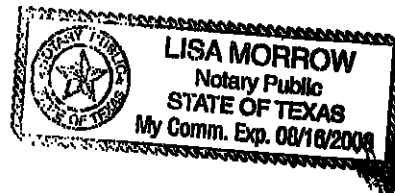
STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **John Campbell**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of **C&H Aviation, LLC** and that s/he executed the same as the act of **C&H Aviation, LLC** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day  
March 27, 2008.

  
Notary Public in and for the State of Texas



**FIRST STATE BANK TEXAS,**  
a Texas banking association:

**ATTEST:**

By: *Ronny Korb E.V.P.*  
Ronny Korb,  
Executive Vice President

By: \_\_\_\_\_

Date: \_\_\_\_\_

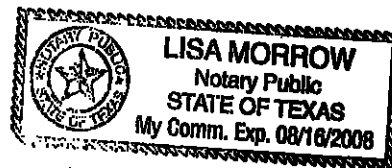
STATE OF TEXAS §

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Ronny Korb**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of **First State Bank Texas** and that s/he executed the same as the act of **First State Bank Texas** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day  
March, 2008.

*Lisa Morrow*  
Notary Public in and for the State of Texas



## **EXHIBIT "A"**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **Leasehold Deed of Trust**

#### **Terms**

**Date:** \_\_\_\_\_

**Grantor:** C&H AVIATION, LLC, a Texas limited liability company, whose registration identification number is 800890179

**Grantor's Mailing Address:** 451 North Burleson Blvd., Burleson, Texas 76028

**Trustee:** PETER G. BENNIS

**Trustee's Mailing Address:** P. O. Box 676, Keene, Johnson County, Texas 76059

**Lender:** FIRST STATE BANK TEXAS

**Lender's Mailing Address:** P. O. Box 676, Keene, Johnson County, Texas 76059

#### **Obligation**

##### **Note**

**Date:** \_\_\_\_\_

**Original principal amount:** TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)

**Borrower:** C&H AVIATION, LLC, a Texas limited liability company



## **EXHIBIT "A"**

**Lender:** FIRST STATE BANK TEXAS

**Maturity date:** As provided in said note.

**Other Debt:** This conveyance is also made in trust to secure payment of all other present and future debts that Grantor may owe to Lender, regardless of how any other such debt is incurred or evidenced. Payment on all present and future debts of Grantor to Lender will be made at FIRST STATE BANK TEXAS in Keene, Johnson County, Texas, and the debts will bear interest as provided in notes or other evidences of debt that Grantor will give to Lender. This conveyance is also made to secure payment of any renewal or extension of any present or future debt that Grantor owes to Lender, including any loans and advancements from Lender to Grantor under the provisions of this deed of trust. When Grantor repays all debts owed to Lender, this deed-of-trust lien will terminate only if Lender releases this deed of trust at the request of Grantor. Until Lender releases it, this deed of trust will remain fully in effect to secure other present and future advances and debts, regardless of any additional security given for any debt and regardless of any modification.

**Property (including any improvements):** The Leasehold Estate in and to the following described real property, to-wit:

### **Lease**

**Effective Date:** \_\_\_\_\_

**Landlord:** CITY OF FORT WORTH

**Tenant:** C&H AVIATION, LLC, a Texas limited liability company

**Premises:**

**Amendments (if applicable):** NONE

**Leasehold Estate:** All of Tenant's rights under the Lease.

**Prior Lien:** NONE

## **EXHIBIT "A"**

**Other Exceptions to Conveyance and Warranty:** Any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part thereof.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

### **Clauses and Covenants**

#### **A. Grantor's Obligations**

Grantor agrees to—

1. perform all of Tenant's obligations under the Lease and deliver, on Lender's written request, satisfactory evidence of timely payment of all rents and other charges due under the Lease;
2. enforce Landlord's obligations under the Lease;
3. within five (5) days after receipt, deliver a copy of each notice received by Grantor from Landlord to Lender;
4. timely exercise each option to extend the term of the Lease as long as the Obligation remains unpaid and concurrently deliver to Lender a copy of the notice doing so. If Grantor does not exercise an option to extend the term of the Lease, Lender may, at its option, exercise the option on behalf of Grantor. Grantor appoints Lender its attorney-in-fact to execute and deliver all instruments necessary to extend the term of the Lease or to exercise any other rights, powers, or privileges under the Lease; this power, being coupled with an interest, is irrevocable as long as the Obligation remains unpaid;
5. use commercially reasonable efforts to deliver to Lender, within twenty days after written request by Lender, an estoppel certificate from Landlord setting forth (a) that the Lease has not been modified or, if it has been modified, the date of each modification (together with copies of each modification), (b) the date to which all rent has been paid by Tenant under the Lease, and (c) whether there are any defaults of Tenant under the Lease and, if there are, setting forth the nature of the default(s) in reasonable detail;

## **EXHIBIT "A"**

6. execute and deliver on the request of Lender any instruments required to permit Lender to cure any default under the Lease or preserve the interest of Lender in the Leasehold Estate;

7. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;

8. obey all laws, ordinances, and restrictive covenants applicable to the Property;

9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and

10. notify Lender of any change of address.

Grantor agrees not to—

1. do or permit anything to be done that will impair the security of this deed of trust or will be grounds for terminating the Lease; or

2. consent, without Lender's prior written consent, to (a) any waiver, cancellation, or amendment of any provision of the Lease or (b) the subordination of the Lease to any mortgage of the fee interest of Landlord in the Premises.

Grantor represents that—

1. the Lease is enforceable;

2. except as set forth above, there are no amendments to the Lease; and

3. Grantor is not in default under the Lease and, to the best of Grantor's knowledge, Landlord is not in default under the Lease, and no event exists that, with the passage of time or the giving of notice, or both, would constitute a default under the Lease.

### **B. Lender's Rights**

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

## **EXHIBIT "A"**

3. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

4. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

5. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

6. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

7. If Grantor fails to perform any of its obligations, covenants, or agreements under the Lease, Lender may do any act it deems necessary to cure such failure. Lender may enter the Premises with or without notice and to do anything that Lender deems necessary or prudent to do.

8. If Lender elects to make any payments or do any act or thing required to be paid or done by Grantor as Tenant under the Lease, Lender will be fully subrogated to the rights of Landlord, and any sums advanced by Lender are a part of the Obligation.

### **C. Trustee's Rights and Duties**

## **EXHIBIT "A"**

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order—
  - a. expenses of foreclosure, including a reasonable commission to Trustee;
  - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance; and
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

### **D. General Provisions**

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

## **EXHIBIT "A"**

5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

## **EXHIBIT "A"**

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. When the context requires, singular nouns and pronouns include the plural.

11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

14. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

17. As long as the Obligation remains unpaid, unless Lender otherwise consents in writing, the fee title to the Premises and the Leasehold Estate will not merge but will always remain separate, notwithstanding a union of the estates.

18. This deed of trust does not constitute an assignment of the Lease, and Lender has no liability or obligation under the Lease by reason of its acceptance of this deed of trust. Lender is liable for the obligations of Tenant arising out of the Lease for only that period of time after Lender has acquired, by foreclosure or otherwise, and is holding Grantor's interest in the Leasehold Estate.

19. The term *Lender* includes any mortgage servicer for Lender.

20. Grantor represents that this deed of trust and the Note are given for the following purposes:

## EXHIBIT "A"

The Note hereby secured represents money borrowed from said Lender by the undersigned, to construct improvements on the Property, and advances shall be made at the discretion of the Lender as the construction progresses. The security Property and improvements, together with all materials and supplies placed on the ground, are hereby impressed and charged with this deed of trust lien, and also with an express mechanic's, materialman's and laborers' lien for all advancements made hereunder. Failure to complete the improvements shall not invalidate said liens, but they shall be enforceable for all funds advanced hereunder.

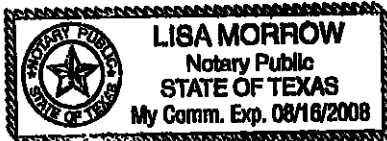
C&H AVIATION, LLC, a Texas limited  
liability company

  
BY: JOHN CAMPBELL, PRESIDENT

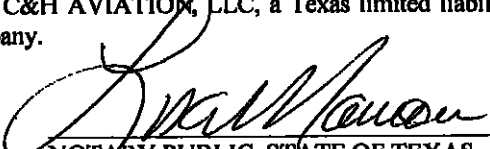
### Acknowledgment

STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON   §

§ This instrument was acknowledged before me on the 27 day of March, 2007, by JOHN CAMPBELL, PRESIDENT of C&H AVIATION, LLC, a Texas limited liability company, on behalf of said limited liability company.



**AFTER RECORDING RETURN TO:**  
Christopher D. Tharp  
P. O. Box 551  
Keene, Texas 76059

  
NOTARY PUBLIC, STATE OF TEXAS  
Notary's name (printed): Lisa Morrow  
Notary's commission expires: 8/16/08

**PREPARED IN THE LAW OFFICE OF:**  
Christopher D. Tharp  
P. O. Box 551  
Keene, Texas 76059



# City of Fort Worth, Texas

## Mayor and Council Communication

---

**COUNCIL ACTION: Approved on 4/8/2008**

---

**DATE:** Tuesday, April 08, 2008

**LOG NAME:** 55C&H DOT

**REFERENCE NO.:** \*\*C-22749

**SUBJECT:**

Authorize to Execute a Written Consent to Deed of Trust Lien by C&H Aviation, LLC, in Favor of First State Bank Texas for Lease Site E-14 at Fort Worth Spinks Airport

---

**RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute a written Consent to Deed of Trust Lien by C&H Aviation, LLC, in favor of First State Bank Texas for Lease Site E-14 at Fort Worth Spinks Airport.

**DISCUSSION:**

As of today's date, prior to this agenda item, City Council approved execution of an unimproved ground lease with mandatory improvements with C&H Aviation, LLC, for the construction of a 12,000 square foot aircraft storage facility at Fort Worth Spinks Airport. C&H Aviation, LLC, currently leases lease site E-14 at Fort Worth Spinks Airport.

C&H Aviation, LLC, through its President John Campbell, wishes to obtain financing for the 12,000 square foot aircraft storage facility from First State Bank Texas. Accordingly, C&H Aviation, LLC, has requested the City's consent to their execution of a Deed of Trust Lien on the premises in order for the Bank to secure their loan. The Deed of Trust Lien will grant the Bank the right to operate as Lessee or to secure another tenant in place of C&H Aviation, LLC, if approved by the City Council, in the event that C&H Aviation, LLC, defaults on the loan or their lease with the City of Fort Worth. The Lease Agreement prohibits C&H Aviation, LLC, from making any assignment of the Lease or causing any lien to be made on improvements constructed on the Leased Premises without City Council approval. This type of transaction is routine for large airport tenants and City staff has no objection to C&H Aviation, LLC's request.

Fort Worth Spinks Airport is located in COUNCIL DISTRICT 8.

**FISCAL INFORMATION/CERTIFICATION:**

The Finance Director certifies that this action will have no material effect on City funds.

**TO Fund/Account/Centers**

**FROM Fund/Account/Centers**

---

**Submitted for City Manager's Office by:**

Tom Higgins (Acting) (6192)

**Originating Department Head:**

Kent Penney (5403)

**Additional Information Contact:**

Patrick Carreno (447-8304)

---

**AFTER RECORDING RETURN TO:**

The Law Office of Christopher D. Tharp  
P.O. Box 551  
Keene, Texas 76059